THE HONOURABLE SRI JUSTICE V. ESWARAIAH

WRIT PETITION No.21205 OF 1995

DATED: 17-10-2006

BETWEEN

Smt. R. Anuradha, D/o. R. B. Reddy,
Occ: Household, R/o. Plot No.18,
Flat No.1, Krishna Apartments,
Vishnupuri, Malkajgiri, Hyderabad.

...PETITIONER

AND

Branch Manager (Personal Banking
Division) S.B.I, Patny, Adjacent to
General Post Office, Secunderabad.

...RESPONDENT

ORDER:

Petitioner seeks a Writ of Mandamus to declare the action of the respondent in not considering her representation dated 05.05.1995 for crediting the interest amount with effect from March 1993 till date in saving account No.118/19541 and for refund of entire amount payable on maturity of Special Term Deposit Certificate No. TM 980420 and 980421 for an amount of Rs.1,10,000/- and Rs.30,000/- standing in her name along with interest payable and arrears calculated as on date since the due date of maturity and non-payment of the same as illegal and arbitrary.

It is the case of the petitioner that she was married to one Sri V. Adireddy on 30.11.1991 and prior to her marriage her father a deposited a sum of Rs.1,40,000/- in the form of Special Term Deposit Certificate vide Certificate No. TE 860092, TF 860093, TF 860091 and TF 859762 dated 08.11.1991 for Rs.30,000/-, Rs.40,000/-, Rs.35,000/- and

Rs.30,000/- respectively totaling to Rs.1,40,000/- in her name and Sri V. Adireddy jointly payable to both. Thereafter, her marriage was performed on 30.11.1991 and was consummated and they lived happily for six months and thereafter, disputes arose and her husband filed O.P.No.2 of 1993 on the file of the Principal Subordinate Judge, Ranga Reddy District and obtained *ex parte* decree for divorce. On 10.07.1992 the petitioner and her husband made a joint representation to the then Branch Manager requesting him to convert the special term deposit certificates, which were obtained in their favour, as joint account into a single account in her favour. Accordingly, the Branch Manager converted the joint special term deposit certificates into a single special term deposit certificate payable to the petitioner after maturity and issued two certificate

Nos. TM 980420 and TM 980421 dated 10.07.1992 for an amount of Rs.1,10,000/- and Rs.30,000/- respectively in favour of the petitioner. The petitioner made a representation to the Branch Manager to pay monthly interest on the term deposit certificates and accordingly the same was credited into her saving account No.118/19541. The interest was credited up to February 1993 totaling to Rs.17,683/- and Rs.6,108/- on the respective certificates and thereafter no amount was paid to the petitioner. When the term deposit amount standing in her name was matured petitioner made a representation to the branch manager on 20.12.1994 requesting him to renew the term deposit scheme for one more year but the manager neither renewed the scheme nor refunded the amount without any justification whatsoever. The petitioner being a divorcee and cheated by her husband made a representation dated 05.05.1995 to the Branch Manager to credit the interest from March 1993 till date in her saving account and for refund of future amount on maturity of the special term deposit certificates along with interest but the said representation has not been considered. Therefore, she was constrained to file this writ petition.

Counter has been filed stating that the respondent never denied the

right of interest and credit in her saving account. It is stated that the petitioner approached the respondent to convert the special term deposit certificates in her favour by filing an application signed by the petitioner and her husband and the respondent accordingly converted the joint account into a single account in favour of the petitioner. Thereafter, the husband of the petitioner approached the respondent and made a complaint denying his signature on the application filed by the petitioner to convert the joint account into single account in favour of the petitioner. It is further stated that subsequently the matter was compromised and the petitioner's husband filed letter agreeing for payment of the amount in favour of the petitioner.

I am of the opinion that the action of the respondent in not crediting the interest to the savings account of the petitioner is illegal and without justification, as admittedly, there were no orders preventing the respondent from payment of interest to the petitioner. The respondent having converted the joint account of special term deposit into single account in favour of the petitioner, having credited the interest into the saving account of the petitioner till February 1993 and without there being any order passed by any competent Court to prevent payment to the petitioner, there is no justification on the part of the respondent in not continuously crediting the interest to the savings account of the petitioner and in not renewing the scheme of special term deposit in favour of the petitioner.

In view of the above, the writ petition is liable to be allowed and it is accordingly allowed as prayed for. There shall be no order as to costs.

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V. ESWARAIAH, J

October 17, 2006
DSK